

3-08.4

A G R E E M E N T

Between

CITY OF HACKENSACK, City of

and

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL No. 9



---

X January 1, 1982 through December 31, 1983

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## PREAMBLE

This Agreement entered into this 21<sup>st</sup> day of September 1982, by and between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the "City" and POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 9, hereinafter referred to as the "PBA."

## ARTICLE I - GENERAL/PUBLIC EMPLOYEES

### 1.1 General

In order to increase general efficiency in the Police Department, to maintain the existing harmonious relationship between the Police Department and its employees and to promote the morale, rights, well-being and sincerity of the Police Department, the City and the PBA hereby agree as follows:

### 1.2 Public Employees

The Police Department and the individual members of the PBA are to regard themselves as public employees and are to be covered by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

### 1.3 Probation Period

All employees shall serve a probationary period of twelve (12) months as mandated under N.J.S.A. 11:12-1 and 11:22-6 and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have successfully completed the probationary period shall be known as permanent

employees and the probationary period shall be considered part of the seniority time.

## ARTICLE II - SALARIES

2.1 The City of Hackensack hereby recognize the Policemen's Benevolent Association, Local No. 9, as a sole and exclusive representative of all policemen and police officers, excluding the Chief and Deputy Chief in accordance with the provisions of Public Laws, Chapter 303, 1968.

2.2 The salaries for employees covered by this Agreement shall be as set forth on Appendix A.

## ARTICLE III - HOLIDAYS

3.1 The City agrees to pay each member for eleven (11) holidays. Payment for such days shall be at straight time and shall be paid in a lump sum in December.

3.2 It is understood by the parties that in those cases wherein an officer serves for less than a full calendar year, he shall receive a pro rata share of his holiday pay.

3.3 If an officer dies while actively employed, his estate shall receive payment for his pro rata earned holiday benefit as outlined above.

3.4 Police officers while on sick leave or injury leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of holiday pay for each thirty (30) day period of absence.

#### ARTICLE IV - CLOTHING ALLOWANCE

4.1 The City shall pay Three Hundred (\$300.00) Dollars per year to officers for a clothing allowance, which allowance shall be payable each December. If an officer has not been in the employ of the City for a full calendar year, he shall be entitled to a pro rata share of the allowance.

4.2 If an officer dies while actively employed, his estate shall receive payment for his pro rata earned clothing allowance.

4.3 Police officers while on sick leave or injury leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of clothing allowance for each thirty (30) day period of absence.

4.4 Each new employee shall receive from the City, free of charge, a pistol, required leather per departmental specifications and rubber goods (raincoat and boots). All of these items shall remain the property of the City.

4.5 This payment shall be made to plainclothed as well as uniformed employees.

4.6 If the City institutes changes the uniform or any part thereof, it shall provide, free of charge, any such changed items.

4.7 A police officer's uniform or personal equipment which are required by him in his capacity as a police officer, which may be damaged during the course of his employment, shall be replaced at the expense of the City, except where such damage is caused by the negligence of the employee. This paragraph shall be subject to the discretion of the Chief or his designee and such decision shall not be subject to arbitration.

#### ARTICLE V - SICK LEAVE

5.1 The City hereby agrees to provide fifteen (15) days of paid sick leave per full year of employment, such sick leave shall be accumulative with past practice, pursuant to Civil Service Law.

5.2 In the case of new officers not employed for the full year, such officers shall accumulate sick leave at the rate of one (1) day per month of employment. Thereafter employees shall accumulate sick leave at the rate of one and one-quarter (1-1/4) days per month.

#### ARTICLE VI - RETIREMENT LEAVE

6.1 The City hereby agrees that upon notification of acceptance for retirement from the Police and Fire Retirement System, a police officer shall be paid one hundred (100%) percent of his accumulated unused sick leave without limit. Such approved retirees must have been in the employ of the City for at least twenty-five (25) years, except in the case of disability retirement.

6.2 In the event an active employee dies prior to retirement, without respect to years of service, the employee's estate shall receive the retirement leave payment.

6.3 Wherever any employee has rendered police service in another municipality and has thereafter joined the Police Department of the City of Hackensack, such service in the other municipality may, with the approval in writing of the City Manager, be included within the aforementioned period of twenty-five (25) years.

6.4 For purposes of computing the retirement leave benefit based upon sick days, each sick day shall be paid at the rate of 1/260 times the retiree's final annual salary. Final annual salary shall be the summation of base salary, longevity, education and any detective's pay.

#### ARTICLE VII - VACATION LEAVE

7.1 The City hereby agrees to provide a paid vacation in accordance with the following schedule: Employment of One (1) year but not more than nine (9) years - eighteen (18) calendar days; employment of ten (10) years but not more than nineteen (19) years - twenty-four (24) calendar days; employment of twenty (20) or more years - one (1) month and two (2) calendar days.

#### ARTICLE VIII - MATRIMOMIAL LEAVE

8.1 The City hereby agrees to grant four (4) calendar days leave with full pay when a member of the Department marries.

#### ARTICLE IX - LONGEVITY PAY

9.1 The City hereby agrees to continue in full force and effect the existing longevity program which provides for one (1%) percent for every two (2) years without a maximum limitation.

9.2 The calculations and determination of the longevity pay shall be in accordance with the following system:

9.3 In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) percent for each two (2) years

of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned each two (2) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added one (1%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as the result of a change in base salary for promotion, increment and a new position, the employee will receive longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee was first employed on a full time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

#### ARTICLE X - OVERTIME

10.1 Overtime will be paid for any time spent on duty in excess of the normal tour of duty with a work day consisting of eight (8) continuing hours including reasonable meal and break periods in accordance with established procedures. The average work week shall be forty (40) hours. Same shall be paid except, as hereinafter set forth, at the rate of time and one-half.



10.2 Specialized departments (Detective Bureau, Narcotics Bureau, Youth Division and B.C.I.) shall receive no overtime of any kind either paid or recorded except as herein otherwise provided.

10.3 Recorded overtime shall include training time. Pistol team training time shall be recorded as a total of twenty-four (24) hours per year for each individual, provided, however, that in order to be entitled to such time the individual members must have completed seventy-five (75%) percent of their matches and two (2) of the last three (3) matches. Members of the specialized departments hereinabove referred to, if engaging in pistol team training time, shall be entitled to have recorded on their overtime, twenty-four (24) hours per year provided said persons shall have complied with the requirements for recorded overtime for pistol team training time as hereinabove set forth.

10.4 Additional recorded overtime may be allowed at the option of the Chief.

10.5 Some training may, at the discretion of the Chief, be paid at the rate of time and one-half.

10.6 The parties hereby covenant and agree that in accordance with existing practice in effect in the Hackensack Police Department, recorded overtime shall be payable at the straight time rate in effect at the time of payment of said recorded overtime.

10.7 Recorded overtime may, in the sole discretion of the Chief, be used in those cases where an individual shall have utilized all of his sick days and where an individual may require additional sick leave time.

10.8 Anything to the contrary notwithstanding contained herein, it is covenanted and agreed that recorded overtime may be paid off at any time in the discretion of the City of Hackensack provided, however, that where such option is exercised such payment may not reduce the amount of an individual below a total of one hundred (100) hours. This minimum of one hundred (100) hours shall be kept on the books to be paid to the individuals in whose favor such overtime exists at the time final payment is to be made.

10.9 Payment of such recorded overtime shall be made either at the retirement of an individual, his termination, or in the event of death to his estate.

10.10 Effective January 1, 1982, with respect to the specialized departments (Detective Bureau, Narcotics Bureau, Youth Division and Bureau of Criminal Investigation), these employees shall receive an annual increment of One Thousand Four Hundred (\$1,400.00) Dollars which shall be in lieu of overtime. Those employees shall be compensated however for court appearances on their off duty time pursuant to Article 10.12 of the contract.

10.11 Traffic Bureau

Effective January 1, 1983, whenever any employee assigned to the Traffic Bureau is on call, said employee shall receive an additional two (2) hours compensation at the straight time rate in cash over and above that currently provided for each on call day.

10.12 Court Appearances

Effective September 1, 1982, all personnel covered by this Agreement shall receive compensation at the time and one-half rate

for each court appearance when he is called in during off duty hours regardless of said employee's division or assignment with a minimum guarantee of two (2) hours for each such appearance actually required in court. The employee shall have the sole option of receiving either cash at the premium rate or compensatory time (one and one-half hours for each overtime hour worked). If compensatory time is selected by the employee, it shall be taken pursuant to departmental practices and procedures currently in existence.

ARTICLE XI - HEALTH BENEFIT INSURANCE PROGRAM

11.1 All Association members covered by this Agreement and eligible members of their families shall be entitled to the following coverage:

11.2 (1) Hospitalization, Major Medical and Rider "J" or its equivalent.

11.3 (2) Hospitalization, Major Medical and Rider "J" or its equivalent coverage for all Association retirees, as defined by the Police and Firemen's Retirement System, to commence at age fifty-five (55) until such time as he becomes eligible for Medicare, except for disability retirees wherein the age limit of fifty-five (55) shall be waived.

11.4 At age sixty-five (65), coverage to be for employee's (not spouse) Medicare only.

11.5 Each retiree shall be responsible to notify the City when he becomes fifty-five (55) and again when he becomes age sixty-five (65) for inclusion in the subject insurance coverage.

## ARTICLE XII - FUNERAL LEAVE

12.1 The City hereby agrees to provide four (4) calendar days off at full pay for death in the immediate family. Immediate family is hereby defined to include only the following: spouse, child, mother, father, brother, sister, grandparents, grandchildren and all direct and related in-laws.

## ARTICLE XIII - EDUCATION

13.1 Association members taking police science related degree programs shall be reimbursed for the cost of tuition, when approved in advance in writing by the Police Chief. The total accumulation of allowable credits shall not exceed sixty-nine (69) credits. Such approval will not be unreasonably withheld. Whatever sums of money are to be allotted for taking such courses are subject to agreement between the Police Chief and the employee prior to any commitment.

13.2 The taking of any such course shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not successfully completed or are in excess of sixty-nine (69) credits.

13.3 The City hereby agrees that there shall be added to and made a part of the remuneration of each member of the Association, the sum of Ten (\$10.00) Dollars per annum for each college credit to a maximum of sixty-nine (69) credits successfully completed toward an Associate Degree in Police Science at a recognized institution of higher learning. Any courses less than forty (40) hours in instruction will not

be approved. Remuneration will be paid on a bi-weekly basis computed on the number of credits successfully completed as of December 31 of the preceding year. Such additional remuneration shall be paid notwithstanding the maximum salary heretofore provided and upon presentation to the Police Chief of a proper certification of successful course completion.

13.4 Association members who have exceeded the maximum credit limit of sixty-nine (69) prior to January 1, 1979, shall not lose his benefit on their excess credits. Credit shall be granted for forty (40) hour police courses taken in a Police Academy or other approved school, which are approved by the Chief prior to the taking of such courses.

#### ARTICLE XIV - GRIEVANCE AND ARBITRATION PROCEDURE

14.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

14.2 A grievance must be initiated by the employee within fifteen (15) calendar days from the time the employee knew or should have known of its occurrence.

14.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the employee to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

14.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.

14.5 Step One

The grievance shall be discussed by the employee involved with his immediate supervisor. The answer by the said supervisor shall be in writing and shall be rendered to the employee within seven (7) calendar days of the close of the said discussion.

14.6 Step Two

If the grievance is not settled by Step One, within seven (7) calendar days of receipt of the answer at Step One, the grievance shall be reduced to writing by the employee and submitted to the Police Chief, or any person designated by him, and the answer to such grievance by the said Police Chief shall be in writing and shall be rendered to the individual employee within seven (7) calendar days of submission.

14.7 Step Three

If the grievance is not settled at Step Two, the employee shall have the right within seven (7) calendar days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer to such grievance by the said City Manager shall be rendered to the individual employee within ten (10) calendar days of submission.

#### 14.8 Step Four

If the grievance is not settled at Step Three, the individual employee shall have the right within seven (7) calendar days of receipt of the answer at Step Three to pursue all legal remedies afforded by the provisions of the Civil Service Act or to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall share equally in the cost of the arbitrator. The employee shall have the right to be represented by the Association or a representative of his own choosing at all steps of this procedure, except Step One.

#### 14.9 Work Stoppages

Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City's facilities.

14.10 Conflicts Between Grievance Procedure and  
Rules and Regulations

If in the event of any conflict between the provisions of this Grievance Procedure and the Rules and Regulations governing the Police Department of the City of Hackensack, the Rules and Regulations of the Police Department of the City of Hackensack shall govern.

ARTICLE XV - MANAGEMENT RIGHTS

15.1 The City hereby retains the right to manage and control its Police Department facilities and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge employees for just cause.

15.2 The City, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, lack of cooperation and initiative, or other legitimate reasons, in order to maintain the efficiency of the Police Department facilities entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Police Department in any situation whatsoever.

ARTICLE XVI - SEVERABILITY AND SAVINGS

16.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.



#### ARTICLE XVII - INJURY LEAVE

17.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay at the rate of pay in existence at the time of his injury, for one (1) year commencing with the date of such injury, illness or disability; or until such time as he has been accepted for retirement by the Police Pension System. Any payments of temporary disability insurance by the City or its Workmen's Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

17.2 The city may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Police Department to examine the employee.

#### ARTICLE XVIII - PERSONAL DAY

18.1 Each January 1, one (1) personal day off with pay shall be granted to all members of the bargaining unit to be used within that calendar year.

18.2 This personal day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Police Chief. This day shall not be used before or after a scheduled vacation period or a legal holiday as defined by the State of New Jersey.

18.3 A police officer shall be eligible for this benefit only upon completion of twelve (12) months of active employment.

## ARTICLE XIX - PERSONNEL FILES

19.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police Chief or City Manager.

19.2 Upon advance notice and at reasonable times, any member of the Police Department may review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative at times mutually convenient.

19.3 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

19.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

## ARTICLE XX - STATEMENT OF ACCUMULATION

20.1 Each employee shall be supplied with a written certification from the City during each calendar year, which shall state the number of accumulated vacation days, sick days, personal day and any other time which is available to the officer.

## ARTICLE XXI - INVESTIGATION OF POLICE OFFICER

21.1 In an effort to insure that departmental investigations when the employee is subject to suspension or termination are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- (1) The interrogation shall take place at a location designated by the Chief of Police.
- (2) The member of the force shall be informed of the nature of the investigation before any interrogation commences. When it is determined that an officer is a target of the investigation, he shall be notified.
- (3) The questioning shall be reasonable in length.
- (4) No promise of reward shall be made as an inducement to answering questions.
- (5) At every stage of the proceedings, the Department shall afford an opportunity for a member of the force to have a P.B.A. representative present.
- (6) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE XXII - DURATION

22.1 The term of this Agreement shall be from January 1, 1982 through December 31, 1983.

22.2 IN WITNESS WHEREOF, the parties hereto have caused to be signed by their respective presidents and secretaries, all on the day and year written.

ATTEST:

*Trina L. Tucker*  
City Clerk

CITY OF HACKENSACK

By: *Ed Cah*

Mayor

*Joseph J. Quillace*  
City Manager

ATTEST:

*Margaret K. Karon*

HACKENSACK POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL NO. 9

By: *Chas H. Hef*

President, PBA Local No. 9

*Frank J. Piccinini*  
State Delegate


Dated: *September 21, 1982*

Appendix A

BASE SALARIES

	Effective 1/1/82	Effective 7/1/82	Effective 1/1/83	Effective 7/1/83
<u>Police Officer</u>				
Step 1	\$ 10,438	\$ 10,750	\$ 11,000	\$ 11,375
Step 2	13,775	14,400	14,900	15,650
Step 3	17,113	18,050	18,800	19,925
Step 4 (max)	20,750	22,000	23,000	24,500
Sergeant	22,815	24,188	25,287	26,936
Lieutenant	24,030	25,477	26,635	28,372
Captain	25,620	27,160	28,397	30,249

The prior step movement procedur.

  
From the desk of  
MARJORIE O. WATSON